



On the instructions of the Vince Green & Mark Newman of Crowe U.K. LLP Joint Administrators of Northgate Garage (Canterbury) Ltd

## Used Vehicle Stock, Garage Workshop & Showroom Equipment

(Subject to Availability)



**BidSpotter.co.uk**  
powered by atgmedia

ONLINE AUCTION:	To bid please go to <a href="http://www.lsh.co.uk/mba">www.lsh.co.uk/mba</a> or
AT:	1 Westminster Road, Canterbury CT1 1YY
ON VIEW:	Monday 6 <sup>th</sup> July 2020 10am - 4pm
BIDDING ENDS:	Wednesday 8 <sup>th</sup> July 2020 at 12 Noon
CLEARANCE:	Monday 13 <sup>th</sup> to Wednesday 15 <sup>th</sup> July 2020 10am - 4pm
FURTHER INFO:	Kevin Powell 07976 732244 <a href="mailto:kpowell@lsh.co.uk">kpowell@lsh.co.uk</a>
BID ENQUIRIES:	MBA Accounts 023 8046 1643 <a href="mailto:mbaaccounts@lsh.co.uk">mbaaccounts@lsh.co.uk</a>
OFFICE ADDRESS:	UK House, 180 Oxford Street, London W1D 1NN

## Contents of Fiat Car Dealership, Vehicle Fleet Workshop, Showroom & Offices (subject to availability)

**Vehicle Stock:** To include Fiat 500 City Cross Look Series petrol 3 door hatchback (2020), Fiat Tipo petrol Sport 5 door hatchback (2019), Fiat Fullback Cross 4X4 diesel Pick Up (2019), Fiat 500 Lounge petrol 3 door hatchback (2017), Fiat Abarth 500 Custom petrol 3 door hatchback (2016), Fiat 500 Lounge Twin Air petrol 3 door hatchback (2014), Nissan Qashqai N-TEC+ petrol 5 door hatchback (2012), Fiat Punto Easy Multijet diesel 5 door hatchback (2012), Fiat Qubo Dynamic Multijet diesel MPV Disabled adaption (2010), Fiat Ducato 35 Technico Multijet II diesel panel van (2019), Citroen Berlingo 625 Enterprise diesel panel van (2017), Citroen Berlingo 625 Enterprise diesel panel van (2016), Peugeot Expert diesel panel van (2016).

**Parts Stock:** Fiat, Abarth, Alfa Romeo & Jeep parts stock including, oils, wiper blades, air & pollen filters, tyres, body panels, doors, bumpers, bushes, brake pads & discs, batteries, bulbs, spark plugs & glow plugs, paint protection kits (Gen 3), touch up paints, suspension arms carpet & rubber mats, coil springs, cables, windscreens, Racking etc.,

**Workshop Equipment:** To include Stenhoj 2 post vehicle lift 5000kg (2004), Bradbury 2-post vehicle lift 6 tonne (2012), Three Ravaglioli 2-post vehicle lifts 3200kg, (2016 to 2019), Three Bradbury 2-post vehicle lift 3000kg (2002), Bradbury MOT station to include type 41 4-post lift 3000kg (2002), ICD rolling road break tester, Autocraft electronic type ST195 A/C filling machine (2012), Dunlop DWB953 computer wheel balancer (2013), Dunlop DTM185 HD wheel changer (2014), Sealy 15 ton YK15M press, Super tracker laser aligner, Karcher HDS 6/10-4C diesel professional steam cleaner, Five Nederman ceiling mounted exhaust / fume extraction coils, Four Nederman Samoa wall mounted oil dispensable reels, Jacks, benches, tools, welders, pumps etc.,

**Showroom Equipment:** To include Service desks, signage, display cabinets, Swivel and tilt mesh elbow chairs, ramp display stand with artificial rock out crop, Three Samsung 42" televisions, Polaroid 40" television, 2-seat sofas red cloth, Black leatherette bucket seats,

**Office Furniture & Equipment:** To include workstations, desks, chairs, computers, laptops, printers, bookcases, filing cabinets, pedestals,



Fiat Fullback Cross 4X4 diesel Pick Up



2 Post Vehicle Lifts

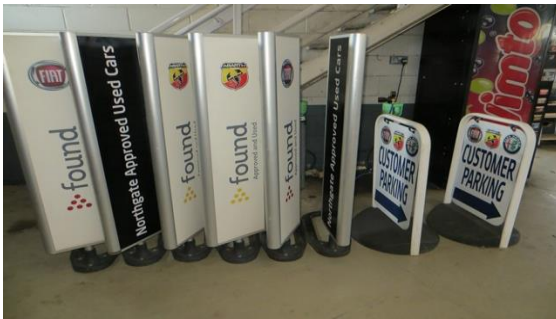




Fiat 500 Lounge 3 door hatchback



Fiat Abarth 500 Custom S-A 3 door hatchback



Signage



Tyres



Tyres

# ONLINE AUCTION

Lambert  
Smith  
Hampton



Abarth Display Cabinets



Fiat Display Cabinets



Reception Desks



Abarth racing photos



Displays



Customer Service desks



Reception Area



Mesh back Chairs



Showroom Equipment



Showroom Displays



Showroom Displays



Showroom Equipment





Lot 1 Fiat 500 City Cross Look Series 1.0  
-120 hp



Lot 2 Fiat Full Back Cross 2.4 D Double  
Cab diesel pickup 4x4



Lot 3 Fiat Tipo Sport 1.4 95hp petrol 5  
door hatchback Sport



Lot 4 Fiat Abarth 595 1.4 T jet metallic  
blue Auto petrol 3 door hatchback



Lot 5 Fiat 500 1.2 8v Lounge - Roma  
pack, manual petrol 3 door hatchback



Lot 6 Fiat 500 twinair lounge petrol  
Auto 3 door hatchback



Lot 7 Nissan Qashqai N Tec+ 5 door  
white manual petrol 5 door hatchback



Lot 8 Fiat Qubo with Sirius drive / passenger from wheel chair  
conversion Dynamic Multijet diesel auto metallic blue MPV  
Disabled adaption



Lot 9 Fiat Punto Easy Multijet diesel  
manual 5 door hatchback



Lot 10 Citroen Berlingo 625 Enterprise  
Blu diesel SWB panel van



Lot 11 Citroen Berlingo 625 Enterprise  
Blu diesel SWB panel



Lot 12 Peugeot Expert 1.6 HDI Euro 5  
Professional diesel SWB panel van



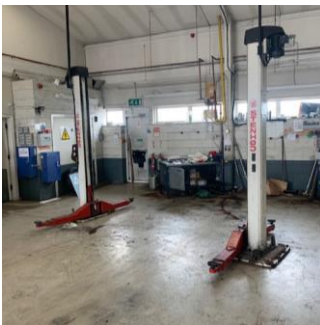
Lot 13 Fiat Ducato 35 Euro 6 L3 h2 Technico Multijet II white diesel panel van,



Bradbury 2-post vehicle lift 6 tonne type EPCO H2603G (2012)



Ravaglioli 2-post vehicle lift 3200kg type KPS 327 H-H2-HK LH-LHK (2016)



Stenhoj 2 post vehicle lift 5000kg type 004703 Maestro DK-7150 barrit (2004)



Ravaglioli 2-post vehicle lift 3200kg type KPX337W-WK-WR-LW-LWK-LWR Serial No. 10381901 (2019)



Ravaglioli 2-post vehicle lift 3200kg type KPS327H-H2-HK-LH-LHK Serial No. 10342846 (2018)



Bradbury MOT station to include type 41 4-post lift 3000kg s/n 10726 (2002) c/w Bradbury 2000 beam aligner s/n 02529



Super tracker laser aligner



ICD rolling road break tester c/w rolling road



Autocraft electronic type ST195 A/C filling machine s/n 000332 (2012)



Newco Five type 116-R1234YF A/C filling machine (2013) s/n 610115



Mig & SIP welders





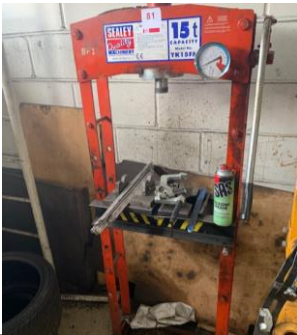
Karcher HDS 6/10-4C diesel professional steam cleaner



Dunlop DWB953 computer wheel balancer Serial No. 913120766 (2013)



Dunlop DTM185 HD wheel changer (2014)



Sealy 15 ton YK15M press



HPC air compressor with horizontal air tank



Rima Tip Top Tyre filler



Oils and pumps



Oil Daleks



Oil Daleks



Ferm Folding Crane



Exhaust Extraction



Oil dispensers





Franchise Parts Stock



Franchise Parts Stock



Franchise Parts Stock



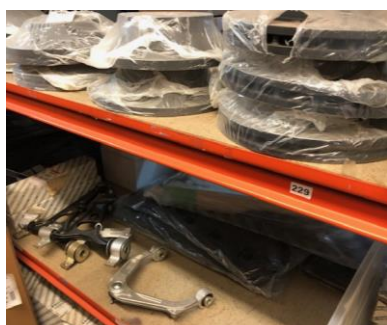
Fiat Parts Stock



Fiat Parts Stock



Fiat Parts Stock



Alfa Romeo Parts Stock



Alfa Romeo Parts Stock



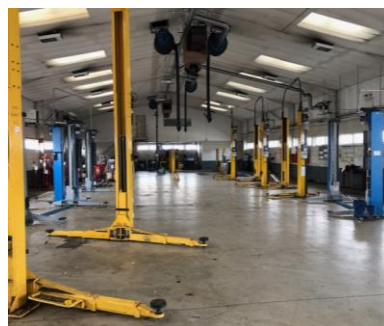
Jeep Parts Stock



Jeep Parts Stock



Saab Parts Stock



Workshop Equipment



## **NOTICE TO PURCHASERS**

### **VIEWING:**

- The lots may be viewed as follows: **Monday 6<sup>th</sup> July 2020 between 10.00am to 4.00pm**
- **Lots located:** 1 Westminster Road, Canterbury, Kent, CT1 1YY.

### **BIDDING ENDS:**

- Bidding will end from: **12.00pm (noon) on Wednesday 8<sup>th</sup> July 2020** [subject to the normal 10 min extension] **AT WHICH TIME ALL HIGHEST BIDS WILL BE CONSIDERED.**

### **ACCEPTANCE OF FINAL HIGHEST BIDS – IMPORTANT NOTE:**

- **Acceptance of all final highest bids is subject to approval by our client.**
- Lambert Smith Hampton reserves the right to reject any bids which they feel does not reflect reasonable value
- Successful bidders will be notified by email by **5.00pm on Thursday 9<sup>th</sup> July 2020.**

### **INSTRUCTIONS FOR BIDDING:**

- Access for bidding can be obtained through our website [www.lsh.co.uk/mba](http://www.lsh.co.uk/mba)
- Full details including valid email address must be provided in order to receive approval for bidding
- In the event of a bid being received within 10 minutes of the scheduled closing time, the bidding period on that lot will automatically extend by a further 10 minutes and for a further 10mins for any bid received thereafter.
- Staggered end times have been applied to the lots in this sale. Please check the lot you are bidding on for the end time.
- **MAXIMUM BIDS:** If more than one maximum bid is placed of the same amount, the maximum bid placed first will be considered the highest bid and a further bid will need to be placed to take the lead. Bidders are notified by an automated message which appears on their screen
- **IMPORTANT:** When bidding, do not forget to 'REFRESH' your screen to ensure you are aware of current bids.
- **MAILING:** All approved bidders will automatically have their details placed on our database for notification of futures sales undertaken by Lambert Smith Hampton only. In the event that you wish to have your details excluded from our database, please use the 'unsubscribe' feature within our website (as above) alternatively please notify our Sales Administration Team [mbaaccounts@lsh.co.uk](mailto:mbaaccounts@lsh.co.uk)

### **BUYERS PREMIUM:**

- The purchaser will pay a buyers premium of **16%** plus VAT, which will be charged on all lots.
- Please note: Lots 1 to 13 only: The purchaser will pay a buyers premium of **10%** plus VAT.
- The premium is not negotiable and will be paid by all buyers

### **PAYMENT TERMS:**

- All purchases are to be paid in full, no later than **5.00pm on Monday 13<sup>th</sup> July 2020.**
- All queries regarding payment should be directed to our Sales Accounts team, [mbaaccounts@lsh.co.uk](mailto:mbaaccounts@lsh.co.uk)
- Please note that we do not have the facility to accept debit or credit card payments (the details required when signing up are for name and address validation purposes only).
- Please note that NO CASH will be accepted on site for this sale. Bank Transfers ONLY.

**Please refer to the page headed "PAYMENT DETAILS" for acceptable methods of payment**

**PURCHASERS WHO MAKE OVER THE COUNTER PAYMENTS AT THE BANK WILL HAVE THEIR COLLECTION STALLED UNTIL THE BANK HAVE CONFIRMED IT IS A LEGITIMATE CASH PAYMENT.**

### **VALUE ADDED TAX:**

- Purchasers will be charged Value Added Tax on all lots, where applicable, at the current rates
- Lots 1 to 13: Please check the lot descriptions for VAT information.

### **DEPOSITS:**

- Purchasers are required to pay a deposit on lots which will cause damage or leave a hole in the fabric of the building after removal. These lots will be specified in the sale catalogue. The deposit will be returned once the purchaser has made good in a satisfactory manner.

### **RISK:**

- The bidder / buyer is at risk once the buyer is notified of his successful purchases and is strongly advised to effect insurance at once, irrespective of whether title has passed. Title does not pass to the purchaser until payment has been received in full.

**RECORDED "USEAGE" READINGS:** The hour and odometer readings on machinery and vehicles in this sale cannot be warranted and should not be relied upon.

**COMPUTER SOFTWARE:** Due to the Data Protection Act, all software and data will be removed from computers prior to selling.

### **CLEARANCE TERMS AND ARRANGEMENTS**

- All lots must be removed **between Monday 13<sup>th</sup> and Wednesday 15<sup>th</sup> July 2020 between 10.00am and 4.00pm only.**
- Please note there will be no lifting/loading facilities available on site – the purchaser must arrange this.
- Please ensure you bring the required tools and manpower and arrive on site in sufficient time to allow for the safe dismantling and loading of your lots before the site closes.
- Lambert Smith Hampton does not undertake packaging, postage, delivery or shipment of goods and the bidder must make his own arrangements to comply with the clearance terms
- Clearance of all lots must be undertaken in accordance with Health & Safety at Work Regulations and, where necessary, Construction Design and Management Regulations 2015.

- **Risk Assessments and Method Statements (RAMS):** If you purchase a lot that requires RAMS to be completed please be aware that you will not be permitted access to site to commence collection of ANY of your lots until the required RAMS has been completed and reviewed by an LSH representative. If you need access to site during the collection period to review equipment for RAMS purposes, or have any further questions please contact **Kevin Powell**, [kpowell@lsh.co.uk](mailto:kpowell@lsh.co.uk)
- Lambert Smith Hampton reserve the right to stop clearance if in their opinion, they believe it is being carried out in an unsafe manner or without the Method Statement and Risk Assessment.
- The purchaser should ensure that their contractors hold sufficient public liability insurance, copies of which should be made available to Lambert Smith Hampton if demanded.
- Any fluids remaining in any lots purchased MUST be removed from site in conformity with the Control of Substances Hazardous to Health (COSHH) Regulations.

### **CONDITIONS OF SALE**

All lots will be sold subject to the Conditions of Sale as printed on the catalogue cover. Bidders are strongly advised to read them carefully.

### **TRANSFER OF LOTS:**

Lambert Smith Hampton will only accept payment from and permit removal of lots purchased by the successful purchaser or their duly appointed agent.

### **OVERSEAS PURCHASERS:**

Overseas purchasers must, on acceptance of offers, advise of their intentions to export their good immediately and notify our Sales Co-ordinator, Elaine Allan [[mbaaccounts@lsh.co.uk](mailto:mbaaccounts@lsh.co.uk)]

Overseas purchasers will be required to provide details of :

- (a) Their passport(s)
- (b) One other method confirming their identity, i.e. drivers licence, name, address, UK agent (if any), telephone and fax numbers.
- (c) Full details of their national bank and their UK corresponding bank.
- (d) Details from their bank confirming method of payment, etc.

Please also ensure that:

- (e) Your country, or the country to which the items are destined, holds no import restrictions on the goods that you wish to purchase.
- (f) The country has no import licence restrictions or a restriction on currency allocation.
- (g) The country has no prolonged inspection procedure, which might cause excessive delay in allowing your goods to be imported.
- (h) You receive a fully descriptive invoice in order that you may arrange payment as soon as possible with our bank.
- (i) You employ a reputable freight-forwarding organisation. Please note that many of the machinery removal companies in this country are not necessarily freight forwarders. We will be pleased to advise accordingly.
- (j) You have read the Conditions of Sale.

#### **Please Note:**

- (a) We will not allow removal of any Lot from the Sale site until our Accounts Department has received notification from our bankers that your payment has been properly cleared in full. Monies must be transferred to ourselves within the time stated in the "Notice to Purchasers"
- (b) If there are any special arrangements that you wish to make with us, you must contact us at least three days before the Sale date.
- (c) Our terms regarding payment of VAT and subsequent refunds.

### **VAT on Goods Destined for Export:**

All purchasers intending to export their purchases will be charged a deposit equal to that of the VAT due on each lot purchased and the Buyer's Premium.

In order to qualify for a refund, the goods must be exported in accordance with regulations under "Indirect Export" and valid evidence of export received by Lambert Smith Hampton within one month of the date of export. Where satisfactory evidence is not provided, goods and services will be subject to UK VAT at the standard rate and the deposit will not be refunded.

International Bank Charges: Please note LSH will look to recover charges incurred on the transfer of the VAT deposit refunded.

Please ensure that the cashier has been notified of your intentions to export prior to removal of goods.

The above information must be supplied in writing to our Sales Co-ordinator, MBA Accounts, Lambert Smith Hampton, First Floor, 2 Manor Court, Barnes Wallis Road, Fareham, PO15 5TH, on your official company notepaper and signed by the contact name quoted.

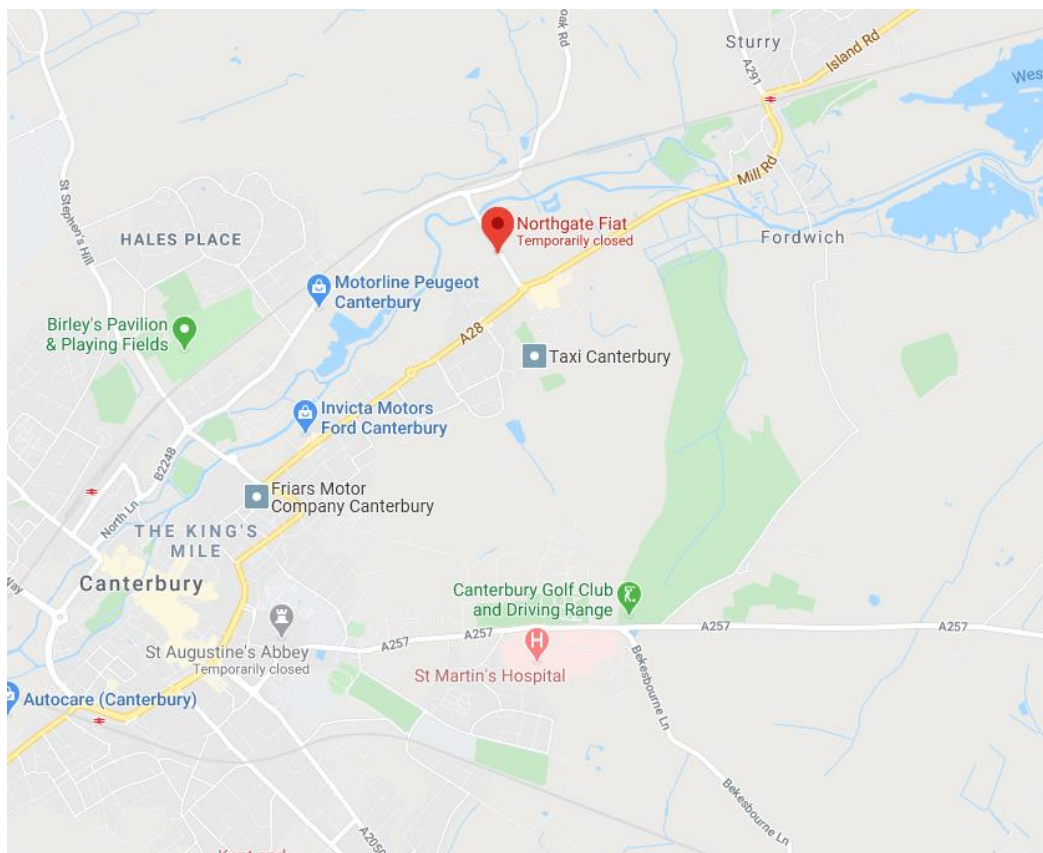
If you intend to export your purchases using your own transport (either by sea, rail or air), then VAT will be levied and refunded upon receipt of satisfactory documentation, supporting removal of the goods purchased.

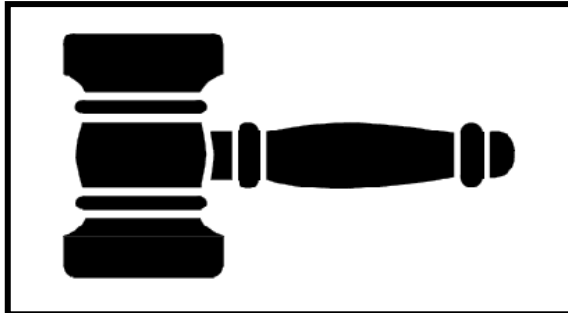
Lambert Smith Hampton reserve the right to refuse to accept the bid of any bidder should they be unable to satisfy Lambert Smith Hampton on any of the above.



# Northgate Garage (Canterbury) Ltd

**1 Westminster Road, Canterbury, Kent, CT1 1YY**





**NOTICE**

**ALL LOTS IN THIS  
SALE ARE SUBJECT  
TO A BUYERS  
PREMIUM OF 16%  
PLUS V.A.T AT THE  
PREVAILING RATE  
(LOTS 1 – 13 AT 10% PLUS VAT)**



## **PAYMENT DETAILS**

- ◆ Purchasers should note that **GOODS MAY ONLY BE REMOVED FROM SITE UPON RECEIPT OF PAYMENT IN FULL IN CLEARED FUNDS**
- ◆ For the avoidance of doubt, CLEARED FUNDS is:  
Telegraphic Transfer / BACS [see note 1]

**Credit / Debit cards / Cheques / Cash / Bankers Drafts **CANNOT** be accepted**

**PURCHASERS WHO MAKE OVER THE COUNTER PAYMENTS AT THE BANK WILL HAVE THEIR COLLECTION STALLED UNTIL THE BANK HAVE CONFIRMED IT IS A LEGITIMATE CASH PAYMENT.**

(1) <b>Telegraphic Transfers / BACS payments</b>	<p>Purchasers who wish to make direct payments into our bank account can obtain bank details from the office following notification of successful bids. Please note timescales for payment, as follows</p> <ul style="list-style-type: none"><li>◆ Telegraphic payments : up to 24hrs</li><li>◆ BACS payments : 3 day</li></ul> <p>Payments direct into our bank account will not be accepted by any other method. For the avoidance of doubt over the counter credits are not an acceptable method of payment and is in breach of Lambert Smith Hampton payment terms particularly those that relate to the Money Laundering Act 2017</p>
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## **MONEY LAUNDERING REGULATIONS**

Services provided by Lambert Smith Hampton in relation to the sale of assets fall under the Proceeds of Crime Act 2002. Accordingly we have put in place policies and procedures which are designed to prevent, forestall and identify acts of money laundering.

Lambert Smith Hampton will not accept transactions in cash which exceed £7,000 under any circumstances and Lambert Smith Hampton will take any action necessary to ensure that it does not contravene its obligations under the Money Laundering Regulations 2017. In the event that a purchaser entering into a business relationship with Lambert Smith Hampton, knowingly or unwittingly fails to comply with our policy Lambert Smith Hampton will have no choice than to treat this as a breach of the regulations. Where necessary ID will be sought by the company and consider a report to NCIS (National Criminal Intelligence Service)

**Should you have any queries on the above, please contact  
our MBA Accounts Team on +44(0)2380 461643**

Lot No.	Description
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1	<p>Fiat 500 City Cross Look Series 1.0 -120 hp Metallic red manual petrol 3 door hatchback, 17 inch alloys, touch screen and climate control. Reg No GF20 CRX DOR 09/06/2020 30 recorded miles (Delivery miles).</p> <p><b>**Please note:</b> This lot is a VAT qualifying vehicle, i.e. 20% VAT will be added <u>on top</u> of the hammer price. Please note that Buyers Premium plus VAT on buyer's premium will still apply and be added on top of the hammer price</p>
2	<p>Fiat Full Back Cross 2.4 D Double Cab diesel pick up 4X4 Metallic Silver 'Leather interior 17 inch Black alloys,blue tooth 7inch touchscreen sat nav, Dab radio, reversing sensors,climate control, rear camera and rain and dusk sensors, Reg No WX68 JYS, DOR 30/01/2019 24,488 recorded miles.</p> <p><b>**Please note:</b> This vehicle qualifies for VAT. This will be sold VAT inclusive, i.e. the hammer price will <u>include</u> the VAT element. Please note that Buyers Premium plus VAT will still apply and be added on top of the hammer price.</p>
3	<p>Fiat Tipo Sport 1.4 95hp petrol 5 door hatchback Sport- u connect, 7"inch touchscreen Nav , alloy wheels,rear camera and xenon headlamps Reg No GN69FJK DOR 10/12/2019 2,500 recorded miles</p> <p><b>**Please note:</b> This lot, for VAT purposes, is sold under the Margin scheme and VAT will not be added to the final bid price. However, please note that 20% VAT will be added to the buyers premium charged on this lot, but under the rules this VAT will not be recoverable from HMRC</p>
4	<p>Fiat Abarth 595 1.4 T jet metallic blue Auto petrol 3 door hatchback, Alloy wheels,front fogs, air conditioning , memory seats Reg No GJ16UAE DOR 31/03/2016 45,560 recorded miles.</p> <p><b>**Please note:</b> This lot, for VAT purposes, is sold under the Margin scheme and VAT will not be added to the final bid price. However, please note that 20% VAT will be added to the buyers premium charged on this lot, but under the rules this VAT will not be recoverable from HMRC</p>
5	<p>Fiat 500 1.2 8v Lounge - Roma pack, manual petrol 3 door hatchback, Metallic Glam Coral, Air conditioning , alloy wheels,fixed glass sunroof with blind and ivory interior, Reg No GD66 YNN, DOR 03/02/2017 13,820 recorded miles.</p> <p><b>**Please note:</b> This lot, for VAT purposes, is sold under the Margin scheme and VAT will not be added to the final bid price. However, please note that 20% VAT will be added to the buyers premium charged on this lot, but under the rules this VAT will not be recoverable from HMRC</p>
6	<p>Fiat 500 twinair lounge petrol Auto 3 door hatchback, white, Air conditioning, alloy wheels, fixed glass sunroof with blind and ivory interior Reg No GJ64 OWM, DOR 23/09/2014 23,885 recorded miles.</p> <p><b>**Please note:</b> This lot, for VAT purposes, is sold under the Margin scheme and VAT will not be added to the final bid price. However, please note that 20% VAT will be added to the buyers premium charged on this lot, but under the rules this VAT will not be recoverable from HMRC</p>

**Bidding Ends: Wednesday 8<sup>th</sup> July 2020 from 12.00pm**



Lot No.	Description
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7	Nissan Qashqai N Tec+ 5 door white manual petrol 5 door hatchback Reg No LV12 PZE, DOR 28/05/2012 136,000 recorded miles. **Please note: This lot, for VAT purposes, is sold under the Margin scheme and VAT will not be added to the final bid price. However, please note that 20% VAT will be added to the buyers premium charged on this lot, but under the rules this VAT will not be recoverable from HMRC
8	Fiat Qubo with Sirius drive / passenger from wheel chair conversion Dynamic Multijet diesel auto matallic blue MPV Disabled adaption Alloy wheel ,air conditioning and electric ramp and tailgate Reg No YX10OGF DOR 01/03/2010 17,000 recorded miles. **Please note: This lot, for VAT purposes, is sold under the Margin scheme and VAT will not be added to the final bid price. However, please note that 20% VAT will be added to the buyers premium charged on this lot, but under the rules this VAT will not be recoverable from HMRC
9	Fiat Punto Easy Multijet diesel manual 5 door hatchback, black, alloys and air conditioning, Reg No LV12YTN DOR 28/06/2012 50,000 recorded miles. **Please note: This lot, for VAT purposes, is sold under the Margin scheme and VAT will not be added to the final bid price. However, please note that 20% VAT will be added to the buyers premium charged on this lot, but under the rules this VAT will not be recoverable from HMRC
10	Citroen Berlingo 625 Enterprise Blu diesel SWB panel van matallic silver Air conditioning and Sat Nav Reg No BL67WYY DOR 20/12/2017 29,808 recorded miles. **Please note: This lot is a VAT qualifying vehicle, i.e. 20% VAT will be added on top of the hammer price. Please note that Buyers Premium plus VAT on buyer's premium will still apply and be added on top of the hammer price
11	Citroen Berlingo 625 Enterprise Blu diesel SWB panel van white air conditioning and Sat Nav Reg No BW66CFD DOR 31/12/2016 33,096 recorded miles. **Please note: This lot is a VAT qualifying vehicle, i.e. 20% VAT will be added on top of the hammer price. Please note that Buyers Premium plus VAT on buyer's premium will still apply and be added on top of the hammer price
12	Peugeot Expert 1.6 HDI Euro 5 Professional diesel SWB panel van metallic silver with Air conditioning and Sat Nav with 3 front seats Reg No LO16XPX DOR 07/07/2016 30,520 recorded miles. **Please note: This lot is a VAT qualifying vehicle, i.e. 20% VAT will be added on top of the hammer price. Please note that Buyers Premium plus VAT on buyer's premium will still apply and be added on top of the hammer price
13	Fiat Ducato 35 Euro 6 L3 h2 Technico Multijet II white diesel panel van, touchscreen Sat Nav, alarm, cruise control, rear parking sensors and air conditioning - long wheelbase and highroof, ply lined and seat covers Reg No GN69FKY DOR 17/09/2019 8,000 recorded miles. **Please note: This lot is a VAT qualifying vehicle, i.e. 20% VAT will be added on top of the hammer price. Please note that Buyers Premium plus VAT on buyer's premium will still apply and be added on top of the hammer price
14	Snap on Modis Edge Diagnostics Kit model EEMS341 c/w carry case & leads
15	Various spare leads for Snap-On Solus Diagnostic Tool

**Bidding Ends: Wednesday 8<sup>th</sup> July 2020 from 12.00pm**

Lot No.	Description
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16	Tech 2 SAAB Diagnostics Kit model Z1090A
17	Ctek MXS 25 12v 25A battery charger
18	Witech Toughbook Diagnostic kit to include 2 micro pads 1 x 2.0 1 x early model
19	Two Witech toughbooks diagnostic kits c/w 2 micro pads 1 x 2.0 1 x early model and docking stations
20	Two Fiat display alloy wheels
21	Six Fiat display stands
22	Five display stands
23	Samsung 40" wall mounted TV c/w bracket (no remote)
24	Glass three shelf display unit c/w Alfa Romeo merchandise
25	Three chrome framed leatherette tub seats
26	Fiat merchandise display stand c/w contents
27	L Shaped desk c/w metal pedestal, four drawer filing cabinet, light oak three drawer pedestal and two door light oak bookcase
28	Two vehicle display ramps c/w ornamental rockery section
29	Various display stands as lotted
30	Two light oak L shaped desks c/w two metal pedestals
31	Two light oak L shaped desks c/w two metal pedestals
32	Seven grey mesh back chrome framed chairs
33	Seven grey mesh back chrome framed chairs
34	Three grey mesh backed swivel & tilt office chairs
35	Jeep merchandise display unit c/w contents
36	Fiat Abarth merchandise display unit c/w contents
37	Thirteen framed Abarth racing photos
37A	Three wall mounted display photos of an Alfa Romeo Spider (2 frames 1800mm x 1800mm), Alfa Romeo GTV (2 frames 1800mm x 1800mm) and an old Alfa Romeo photo (single frame 900mm x 900mm)
38	Polaroid 40" wall mounted display screen c/w bracket and remote
39	Three leatherette tub chairs
40	Two red cloth two seater sofas c/w two white coffee tables and rectangular light oak coffee table
41	Samsung 42" wall mounted Plasma TV c/w bracket and remote
42	Two reception desks, black desk, three swivel and tilt black cloth office chairs, two 3 door cabinets
43	Contents of office to include two light oak veneer desks, two light oak veneer pedestals, a four drawer light oak veneer filing cabinet, a white 8 section pigeon hole book case, two drawer metal filing cabinet, a white two drawer lateral filing cabinet digital safe, desk fan, two grey mesh back swivel and tilt office chairs
44	A light oak veneer desk c/w 3 drawers, a light oak veneer desk with pedestal, four drawer metal filing cabinet, a book case, small metal multi drawer chest, pedestal fan, two swivel and tilt office chairs
45	Six Polycom VVX411 IP telephone handsets
46	Six Polycom VVX411 IP telephone handsets
47	Hewlett Packard 24" all in one PC with Intel pentium processor
48	Hewlett Packard 24" all in one PC with Intel pentium processor

**Bidding Ends: Wednesday 8<sup>th</sup> July 2020 from 12.00pm**



Lot No.	Description
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60	Approx 850 litres of Petronas Syntium fully synthetic 5000DM 5W-30 oil Grade Part No 19982000 c/w 1700 litre metal tank with 4 carry eyelets tank size 6 ft x 46" x 4 ft height
61	Stenhøj 2 post vehicle lift 5000kg type 004703 Maestro DK-7150 barrit (2004). NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
62	Bradbury 2-post vehicle lift 6 tonne type EPCO H2603G Serial No. 2G6Y0536 (2012). NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
63	Ravaglioli 2-post vehicle lift 3200kg type KPS 327 H-H2-HK LH-LHK Serial No. 10261721 (2016). NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
64	Ravaglioli 2-post vehicle lift 3200kg type KPX337W-WK-WR-LW-LWK-LWR Serial No. 10381901 (2019). NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
65	Ravaglioli 2-post vehicle lift 3200kg type KPS327H-H2-HK-LH-LHK Serial No. 10342846 (2018). NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
66	Bradbury 2-post vehicle lift 3000kg Type 2843 Serial No. 8020624 (2002). NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
67	Bradbury 2-post vehicle lift 3000kg Type 2843 Serial No. 8020622 (2002). NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
68	Bradbury 2-post vehicle lift 3000kg Type 2843 Serial No. 8020623 (2002). NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
69	Bradbury MOT station to include type 41 4-post lift 3000kg s/n 10726 (2002) c/w Bradbury 2000 beam aligner s/n 02529 (2002). NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
70	Super tracker laser aligner

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Lot No.	Description
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72	ICD rolling road break tester c/w rolling road NB Hole will need to be filled and made good by purchaser *A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.
73	Autocraft electronic type ST195 A/C filling machine s/n 000332 (2012)
74	Newco Five type 116-R1234YF A/C filling machine (2013) s/n 610115
75	Transmig 140 mig welder
76	Weldmate TT 50P gas sip welder
77	Oxyacetylene torch set c/w bottle trolley (excludes bottle)
78	Karcher HDS 6/10-4C diesel professional steam cleaner
79	Dunlop DWB953 computer wheel balancer Serial No. 913120766 (2013)
80	Dunlop DTM185 HD wheel changer (2014)
81	Sealy 15 ton YK15M press
82	Hydraulic wheel rim machine
83	Draper double ended grinder
84	HPC air compressor with horizontal air tank *this lot to be removed on last day of clearance only Thursday 16th July 2020. **NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement. ***A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.
85	Rema Tip Top RTT0902-10 bead seating tool s/n 5193905
86	Five part used 200l barrels of oil with manual pumps oil to include 5/40, 10/50, 0/30 & SW40
87	Unused 200l barrel of Petronas 1313 Selenia Abarth 10/50 engine oil
89	Mobile manual fuel/oil container/daek
90	Mobile manual fuel/oil container/daek
91	Orion mobile waste oil container/daek
92	Orion mobile waste oil container/daek
93	Mobile waste oil container/daek
94	Two Mobile waste oil container/daeks
95	Six mobile oil/lubricant manual fillers c/w various oils as lotted
96	Ferm FTC-2 folding crane engine hoist max capacity 2000Kg S/n 104424 (DOM 2000). NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
97	GS High Reach Transmission Jack Max Lift 200Kg. NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
98	Two Taskmaster high reach transmission jacks Max Lift 300Kg. NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.

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Lot No.	Description
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99	Ranger transmission jack max lift 500Kg model RTJ1100. NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
100	Yankee Transmission jack max lift 600Kg model 600TR. NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
101	Mobile trolley jack
102	Mobile trolley jack
103	Mobile trolley jack
104	Transporta car trolley
105	Two AirApp hydraulic positioner dolly jacks
106	Two bottle trolleys and a sack barrow
107	Seven advertising stands and two clapper boards
108	Eight various axle stands
109	Two Nederman retracting oil reels c/w Samoa digital voloume diplay
110	Two Orion retracting oil reels c/w digital voloume diplay
111	Five Nederman retracting reel exhaust extraction systems c/w five reels, ducting & extracting fan. *A refundable £500 deposit required on this lot repayable on completion. **NB: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot including working at height assessment.
112	Three metal workshop benches, two with Draper vices
113	Three various work benches c/w three various vices
114	Draper 20523 wet & dry vacuum cleaner
115	Draper 20523 wet & dry vacuum cleaner
116	A Frame aluminium retracting step ladder
117	Youngman 6 tread platform ladder
118	Draper drain rod set
119	Coolent pressure testing kit with carry case
120	TIF TIFXP-1APrefrigerent leak detector
121	TU-15 Cylinder presure meter for diesel trucks
122	Clarke pressure test kit
123	SPX fuel pressure testing kit
124	SVTSRAD-FCA cooling system refiller with universal cones
125	Glow plug removal kit
126	Examiner DIS 1806505000 amp clamp
127	Draper expert battery diagnostic tool with printer
128	Silverline 135W hobby tool
129	Mag Tools CT50/100 compression test kit
130	Alba 3050 ultrasonic probe
131	CSI master engine and transmission oil pressure test set

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Lot No.	Description
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132	Fiat master key set for locking wheel bolts & a Isuzu master key set for locking wheel bolts (Incomplete)
133	Draper Expert 4 piece track rod removal kit
134	Draper air tools pneumatic rivit gun c/w case
135	Exhaust spreader kit
136	Techway cordless impact wrench c/w one battery case and charger
137	Bosch 240v jig saw c/w metal case
138	Draper 810w hammer drill 240v
139	Draper 830w 115mm angle grinder 240v
140	Ferodo break testing meter with floor mounting block in wooden case & Bowmonk Breakmeter-Dynamometer with heavy base
141	Four shelving units c/w contents to include a large quantity of workshop consumables, O rings, split pins,nuts, bolts, screws, riveters, testing kits, bulbs and vehicle manuals as lotted
142	Rack & Contents to include electric wire, bolts, washers, split pins fuses etc., as lotted
143	Rack & Contents to include Renault & Fiat diagnostic kits & Alfa break out boxes as lotted
144	Twenty various new and part used tyres as lotted
145	Two petreol cans, various brooms & shovels as lotted
146	Contents of staff rest area to include JVC 40" LED Smart TV, Hotpoint fridge, microwave, toaster, two kettles, Hotpoint 7Kg dryer, twelve personal lockers, stainless steel worktop, stainless steel wash unit, nine various chairs, table and nine part worn tyres
147	Jeep Grand Cherokee tow bar and a roof top basket for Jeep Wrangler (both unused)
148	Fiat Panda tow bar, Fiat Fullback tow bar, Fiat Tipo spare wheel kits & a Fiat 500L dividing net (all unused)
149	Fiat Ducato panel van tow bar kit
150	Three shelves & display board and contents to include Fiat & Alfa wiper blades and general workshop consumables spray grease & oils, break fluids, air filters etc., as lotted
151	Seven boxes of Petronas braek fluid, oil & anti freeze
152	Rack & contents to include Fiat & Alfa oil, pollen & air filters, break pads & discs, spark plugs, tyre valves & bulbs
153	Rack & Contents to include Fiat & Alfa fuel, oil & air filters, spark & glow plugs, gaskets, sensors, break disks, mountings, lights, touch up paints, Abarth accessories, door parts, injectors, timing belt kits etc., as lotted
154	Rack & contents to include Fiat & Alfa touch up paints, paint protection kits, hose clips, ignition switches, seals, washers, O rings, nuts, flanges, hoses wheel bolts and clips, air filters & break discs as lotted
155	Rack & contents to includeev Jeep, Fiat & Alfa wheel nuts, spark plugs, body clips, fan belts, 12v batteries, oil filters, break discs, mirrors, fuel filters, bulbs, paint protection kits, suspension arms, hose clips, sensors, sump sealent, fuses, water pumps, clutches and break kits as lotted

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Lot No.	Description
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156	Rack & contents to include Jeep, Fiat & Alfa timing belts, filters, break discs, carpet mats, suspension arms & rods, lights, springs, de-icer & various nuts & bolts
157	Large quantity of Petronas lubricants to include various engine & gearbox oils for Fiat, Alfa & Jeep
158	Jeep, Fiat & Alfa body panels as lotted
159	Two space saver wheels with tyres (unused)
160	Tyre rack and contents to include 20 unused tyres 4 x Goodrich 245/65 R17 2 x Pirelli 235/402R19XL and 14 various
161	Contents of three racks to include Jeep, Fiat & Alfa roof bars, cycle racks, mats, ball joints, boot liners, support beams, support mountings, mirrors, filters & belt tensioners
162	Contents of 5 racks to include Jeep, Fiat & Alfa car mats, media additions, bulb lats, decals, trims & air filters
163	Contents of 9 racks to include Jeep, Fiat & Alfa parts as lotted
164	Contents of 3 racks to include Jeep, Fiat & Alfa break kits cylinder heads, head lights, lamps, door locks, sensors, roof bars, exhausts and body panels, suspension parts & various screens
165	Contents of 2 racks to include Jeep, Fiat & Alfa wheel trims, wheels, mirrors, wiper blades, mats, exhausts, shock absorbers, filters etc., as lotted
166	Contents of 9 racks to include Jeep, Fiat & Alfa air bag control units, mats, filters, lights & springs as lotted
167	43 new and part used tyres as lotted various sizes
168	Contents of 2 racks to include large quantity of wiper blades
169	14 Abarth mat and pedal kits
170	Quantity of unused SAAB spares to include wiring looms, filters, break discs & pads as lotted
171	Quantity of MG spares to include Mats, filters
172	Two sections of dismantled racking as lotted

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## 1: Conditions

These conditions, together with any 'Special Conditions' or 'Notices to Purchasers', are the only terms and conditions subject to which Lambert Smith Hampton (LSH) (the "Auctioneer") acting as agents for the Vendor (the "Vendor") will contract with buyers (the "Buyer"). Bidding for any lot shall be deemed to be an acceptance of these conditions and any conditions in the Notices to Purchasers. If there is any inconsistency between any of these conditions and anything in the Notices to Purchasers, then those in the Notices to Purchasers shall prevail.

## 2: Inspection and Description

- 2.1 Buyers have a responsibility to make their own inspection and investigation of the lots at the time(s) and at the premises specified, and to satisfy themselves on all matters affecting the lots, and to inspect and satisfy themselves prior to the sale, as to the condition and description of a lot, its fitness and suitability for purpose.
- 2.2 Goods are believed to be correctly described but all goods are sold with faults, imperfections and errors of description.
- 2.3 Neither the Vendor nor the Auctioneers, their servants or agents makes or gives, nor has any person in the employment of the Auctioneers any authority to make or give, any representation or warranty in relation to any lots.

## 3: Limitation of Liability

- 3.1 Neither the Vendor nor the Auctioneers, their servants or agents shall be liable for any loss or damage suffered by the Buyer arising out of or in connection with any defects or deficiencies in any lots purchased, errors of description in the auction catalogue, any mis-statements as to any matter affecting the lots or the failure of the lots to fulfill the functions for which they were intended
- 3.2 The Auctioneer's and the Vendor's total liability for breach of contract or negligence is limited to the Bid Price.
- 3.3 Neither the Auctioneers nor the Vendor shall be liable for any indirect or consequential loss or damage (whether for loss of profit, loss of business or otherwise) incurred by the Buyer whatsoever.
- 3.4 Nothing in these conditions excludes or limits the liability of the Auctioneers or Vendor for death or personal injury caused by their negligence or fraudulent misrepresentation.
- 3.5 Nothing in these conditions shall prejudice the statutory rights of a consumer who shall be bound by these conditions only insofar as they are consistent with such statutory rights.

## 4: Conduct of Sale

- 4.1 The Auctioneers reserve the right in their absolute discretion to refuse admission to the premises and grounds to any person.
- 4.2 The conduct of the sale shall be at the Auctioneer's sole discretion and the Auctioneers reserve the right to refuse any bids without giving any reason. If any dispute of whatsoever nature relating to a bid shall arise, such dispute shall be determined by the Auctioneers in their absolute discretion and whose decision shall be final and binding on all parties.
- 4.3 Each bidder must register prior to submitting any bids in Online Sales. The Auctioneer reserves the right to reject any registration at its sole discretion.
- 4.4 The Vendor and the Auctioneers reserve the right to fix a reserve price for any lot.
- 4.5 No bid may be withdrawn after the close of bidding.
- 4.6 The Vendor or the Auctioneers have absolute discretion to withdraw consolidate or divide at any time any lot.
- 4.7 The highest bidder for each lot at the close of bidding shall be the Buyer, subject to approval by the Auctioneers and the Vendor. The Sale Price is exclusive of the buyer's premium and VAT. The highest bid at the close of bidding subject to approval by the Auctioneers and Vendor also marks a conclusion of a contract of sale between the Vendor and the Buyer.
- 4.8 In making a bid for any lots, the Buyer does so as principal. The Buyer will be held personally and solely liable for a bid unless the Auctioneers have previously agreed in writing with the Buyer that the bidder will do so on behalf of an identified third party acceptable to the Auctioneers. In circumstances where the Auctioneers have so agreed, the Buyer and the third party will jointly and severally be liable for all obligations arising from the bid where a third party shall be bound by these conditions by the individual bidding as his agent in the same way as if he were bidding personally.

## 5: Price

The price payable by the Buyer for the purchase of the lots secured shall be the sale price, being the highest bid and accepted by the Auctioneer in accordance with condition plus the buyers premium and any other associated costs (if any) and VAT applicable at the prevailing rate.

## 6: VAT

The price of the goods purchased is exclusive of Value Added Tax (VAT), which where applicable, the Buyer shall be additionally liable to pay to the Auctioneer

## 7: Risk and Title

- 7.1 Insurance: As from the date and time the Buyer is declared, all risks in and relating to the Goods purchased, shall pass to the Buyer and the Buyer is strongly advised to effect insurance for these risks at once. In no circumstances will the Auctioneers or the Vendor be responsible if any Goods or part thereof be lost, stolen, damaged or destroyed after the Buyer is declared.
- 7.2 Title: The Vendor shall only sell such title to the Goods as he may have. Neither the Auctioneers nor the Vendor warrants the Vendor's good title to any of the Goods and if it is found that the Vendor does not have title or unencumbered title to any of the Goods purported to be sold under these conditions the Buyer expressly agrees that it shall have no right either to rescind the contract or to claim damages or a reduction in the consideration paid or payable under the contract.
- 7.3 Title to each of the Goods will not pass until:-
  - (a) all debts owed by the Buyer to the Auctioneers (whether part-paid secured or otherwise) are settled, for the avoidance of doubt the debts shall not be settled until (where payment or part payment is made by cheque) all cheque(s) in question have been cleared; and
  - (b) such Goods have been removed from the premises at which the sale is held or where the Goods are being stored in their entirety.

## 8: Removal

- 8.1 No lot or part thereof can be removed until payment in cleared funds (cash, approved Bankers Draft, BACS or Chaps) has been made in full or (where any part of the payment was made by cheque) the cheque has cleared in the Auctioneer's account. No lot shall be removed without the authority of the Auctioneer and unless under the supervision of the Auctioneer's servants or agents.
- 8.2 Removal shall take place only up to 5.00 pm and must be completed no later than the dates and times specified and published within the Notice to Purchasers or any date and time specifically declared thereafter, in writing, by the Auctioneer or written authority is obtained from the Auctioneers for clearance after that time.
- 8.3 The Buyer has no right to anything not described in the auction catalogue.
- 8.4 Delivery of lots sold will be made only to the declared Buyer and no transfer of any lot or part of a lot to any other person will be recognised.
- 8.5 Prior to the removal of any lot the Vendor may rescind the contract for the sale of that lot and refund to the Buyer any money paid by the Buyer for the lot should any third party claim title to or possession of any part of the lot.
- 8.6 The Buyer will be responsible for removal of lots at his own expense and must provide his own labour, and equipment.
- 8.7 The Auctioneers require that in pursuit of safe working practice all equipment used for lifting and transportation should be covered by appropriate insurance, safety documentation set out by current Health & Safety legislation at the time and registration documents (in particular, but not limited to, cranes, lifting equipment, tackle and fork lift trucks). Such documentation shall be produced to the Auctioneers and if the Buyer fails to produce such documentation on request for inspection the Auctioneers reserve the right to refuse to release the lot and/or rescind the sale in which event the provisions of condition 8 will apply. Equipment may only be used by operatives who have the valid and appropriate licences to use such equipment
- 8.8 Appropriate Personal Protective Equipment (PPE) must be worn during these activities and due regard paid to safe material handling practices.

## 9: Damage to Premises

The Buyer shall be responsible for the removal of all goods purchased at his own expense and risk and such removal must be carried out safely and lawfully and in accordance with any conditions of sale of which the Buyer is notified. For the avoidance of doubt removal includes where applicable disconnection from the mains electricity supply and the detachment of any lots which are fixed. All electrical installations must be carried out by a Certified electrician and left in a safe condition during and after the removal and the use of explosives or flame cutting equipment or any other potentially hazardous or inflammatory process shall not be permissible on the site without the express written consent of the Auctioneers. The Buyer shall be responsible to insure against and to make good any injury or damage to persons or property caused by the Buyer, their carriers, servants or agents detaching, disconnecting or removing any goods purchased by the Buyer. The Buyer shall produce his insurance documentation to the Auctioneers on request and if the Buyer fails to produce such documentation the Auctioneers reserve the right to refuse to clear the lot and/or rescind the sale. The Buyer shall indemnify the Auctioneers for any damage or loss which the Auctioneers may suffer in respect of loss, damage or injury suffered by the Buyer's agents or employees or any third party arising from the removal. At its discretion the Auctioneers may require the payment of a deposit to the Auctioneers prior to and/or during the removal which will be refunded on the removal being completed to the Auctioneer's satisfaction. If the Buyer refuses to deposit such monies, the Vendor or the Auctioneers may refuse the Buyer access to the premises for the purposes of removing the lot purchased by them and/or rescind the sale in which event the provisions of condition 8 will apply. The Auctioneers reserve the right to stop the removal of a lot by a Buyer, his agents or employees, if it appears to the Auctioneers or its agents or employees that the removal is being carried out in an unsafe or unsatisfactory way.

## 10: Default by Buyer

Upon failure by the Buyer for whatsoever reason:-

- (i) to pay a deposit in full if required under the Conditions of Sale or special notices; or
- (ii) to pay the purchase price in full on the due date; or
- (iii) to provide any documentation required under these conditions; or
- (iv) to remove the goods in a safe or satisfactory way; or
- (v) to remove any lot from the premises on or before the date specified for removal,

The Vendor will be entitled to rescind the contract forthwith without incurring any liabilities to the Buyer and, without prejudice to any claims of the Vendor and/or the Auctioneers against the Buyer arising from breach of contract or otherwise, upon rescission as aforesaid the following provisions apply:

- (a) all monies deposited in part payment will be forfeited and used to pay the Vendor's and/or Auctioneer's expenses referred to in paragraph (d) below;
- (b) if the lots have been removed in breach of these conditions, the Vendor and/or the Auctioneers, their servants or agents may enter the premises of the Buyer to recover such lots;
- (c) lots may be re-sold or otherwise disposed of by the Auctioneers in the manner they feel appropriate at their sole discretion and any deficiency arising upon the resale together with the expenses of it shall be due as a debt from the Buyer in default upon the first sale. The Buyer consents to such a resale on the Auctioneer's conditions of business applicable at the time of resale. Neither the Auctioneers nor the Vendor shall be liable to account to the Buyer in the event of a re-sale at a higher price than the price contracted to be paid by the Buyer. The Buyer waives any claim in such a case that he may have title to the lot and agreed that any re-sale price shall be deemed commercially reasonable;
- (d) the Buyer will be responsible from the specified time for final removal for all losses and expense incurred by the Vendor and/or the Auctioneers including storage, security and removal expenses, the costs of re-selling or disposing of lots and Auctioneer's commission.

## 11: Auctioneer as Agent

The Auctioneers act only as Agents for and on behalf of the Vendor and shall not be held responsible for any action or default on the part of either the Vendor, bidders or the Buyer. Any concluded contract of sale is made directly between the Vendor and the Buyer.

## 12: Accident or Damage

Neither the Auctioneers nor the Vendor will accept any responsibility for any accident, (except for that arising out of its negligence, or the

negligence of its agents or employees, resulting in death or personal injury) howsoever caused to any person which may occur whilst on the Auctioneer's premises, the Vendor's premises or such other premises used to hold the auction or to store the lots before during or after the sale and any person entering the premises does so at his own risk and is deemed to have notice of the condition of the premises and their contents.

## 13: The Consumer Protection Act 1987

No lots are sold as new.

## 14: Health & Safety At Work

It is expressly brought to the Buyer's attention and that of potential buyers, at the time of sale, any item of plant, machinery or equipment contained in the goods may not necessarily comply with the Health and Safety at Work Act 1974; the Environmental Protection Act 1990; Construction Design and Management Regulations 2015 or any other Act of Parliament or regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Buyers of any such plant, machinery or equipment are hereby required to ensure so far as reasonably practicable that such item will be safe and without risk to health and that the use of any such items at a place of work within the EEC & the United Kingdom does not contravene any such Act of Parliament or regulation applicable to such use.

## 15: Dangerous Substances

It is expressly brought to the attention of Buyers (and potential buyers) that certain types of plant or main service installations could contain blue and white asbestos, dangerous chemicals and hazardous waste which if not handled correctly during their removal from the premises could be in breach of the Health and Safety at Work Act 1974, Sections 2-13 Control of Substances Hazardous to Health Regulations 2002 (COSHH) or other current legislation regulating the use of such substances in a working environment. The Buyer shall ensure so far as is reasonably practicable that they comply with the Health and Safety at Work Act 1974, COSHH and other current legislation in connection with the removal, handling and transport of such dangerous substances and or hazardous waste or shall employ a specialist contractor to remove them. The Buyer shall, on request, satisfy the Auctioneers in relation to its removal procedures, and the removal of waste materials must be undertaken by an approved and licensed contractor. The Buyer will indemnify the Vendor, their servants or agents against any loss, damages or expenses suffered by them as a result of the Buyer's or a sub-contractor's failure to comply with this legislation.

## 16: Notices

Any notices or other communications shall be in writing and, if sent by post, shall be deemed to have been received by the addressee on the second working day after posting or, if the addressee is outside the United Kingdom, on the fifth working day after posting. If any written notice is delivered by hand, it shall be treated as having been received at that time. Any notice sent to the Auctioneers shall be sent to the Auctioneer's address as set out in the auction catalogue, or displayed on the auctioneer's web site on the notice specific to that sale. Any notice which the Auctioneers send to the Buyer may be sent to the Buyer's last address known to the Auctioneer.

## 17: Third Party Rights

Save as expressly provided in these conditions, no term of these conditions shall be enforceable under The Contracts (Rights of Third Parties) Act 2001 by a third party.

## 18: Governing Law

These Conditions and any Conditions contained in the Notices to Purchasers, along with all associated transactions and all connected matters shall be governed and construed in accordance with English Law

## 19: Severability

In the event that any provisions of these conditions shall be held unenforceable for any reason, the remaining conditions shall remain in full force and effect.